

CONTRACT

THIS CONTRACT, made this ____ day of _____, 2000, by and between the State of Colorado for the use and benefit of THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as “the State” or “CDOT,” and

hereinafter referred to as “the Contractor,”

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment in Fund Number 400, Appropriation Code 010, and Contract Encumbrance Number ____*; and

* To be assigned, as applicable, in subsequent Task Orders.

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, the State may require the performance of real property appraisal services on specific parcels (to be identified by the State at a later date) for the transportation projects listed in Exhibit B; the State may also require the performance of expert witness litigation services concerning fair market value of the project properties, and damages or benefits from acquiring title to all properties appraised; and CDOT may require real property appraisal services for the disposal or sale of CDOT owned properties, appraisal of non-eminent domain properties to be purchased by CDOT, access opening appraisals, Local Public Agency transportation projects subject to CDOT oversight; and for other appraisal assignments deemed necessary by CDOT, as described in Exhibit A (Scope of the Work); and

WHEREAS, by its Request for Proposal, RFP No. HAA 06-2000/TW dated December 15, 1999, the State sought proposals from qualified persons to perform the Work, from which to select a number of responsible Contractors whose proposals were determined to be the most advantageous to the State, pursuant to the terms of §24-103-201, et seq., C.R.S., as amended; and

WHEREAS, the State selected a number of Contractors to be available to perform the Work on an “as needed” basis, as defined herein, and

WHEREAS, the selection of the Contractor by the State was made in the best interest of the State based on the Contractor meeting the RFP requirements and according to the evaluation criteria; and

WHEREAS, the State and the Contractor desire to enter into this contract; and

WHEREAS, it has been determined that no State agency can reasonably provide “in house” the Work that the State may request of the Contractor; and

WHEREAS, the State desires to engage the Contractor to be available on an “as needed” basis to perform the Work as provided herein, and the Contractor desires to be available to perform the Work on an “as needed” basis; and

WHEREAS, this contract, hereinafter referred to as “the Contract,” contains the general provisions which will be incorporated as conditions of Work performed pursuant to this contract for the Work on the various projects to be undertaken by the Contractor on an “as needed” basis; and

WHEREAS, the RFP contained certain terms and conditions that the Contractor agreed (by the Proposal) would be made part of the Contract, specifically including all terms in Sections 4.0 through 7.0 and Section 8.0, and Attachment F of the RFP, and the parties intend that the Contract will incorporate all those terms by reference as though fully set forth and that the Contractor will comply with all such terms in the performance of the Work;

WHEREAS, any special provisions, specific requirements, or details of the Work to be performed by the Contractor on individual projects will be described in the Task Orders issued by the State for such individual projects; and

WHEREAS, the Contractor understands: that the State may, in its sole discretion, issue Task Orders to authorize the Contractor to perform only the Work that the State determines it wants the Contractor to perform; and that the State may elect to perform some or all of the Work through other Contractors, or with its own forces; and that the State shall not be obligated by the Contract to provide any Work to the Contractor; and

WHEREAS, the State deems it to be in the public interest to engage the Contractor to be available to perform the aforementioned services; and

WHEREAS, the Contractor assures the State that the person(s) signing this contract have all the clearance and authority to do so on behalf of the Contractor; and

WHEREAS, the State requires that the Work, as more fully described in Exhibit A (Scope of the Work), must be performed by the approved appraiser(s), in order to ensure compliance with all necessary conditions for the Work and to obtain satisfactory performance of the Work; and

WHEREAS, the Contract is entered into pursuant to the provisions of §§24-103-203, 43-1-106, and 43-1-110, C.R.S., as amended.

NOW, THEREFORE, it is hereby agreed:

1. **RFP AND PROPOSAL:** All terms and conditions of the RFP (specifically including Sections 4.0 through 7.0 and 8.0 and Attachment F thereof), and of the Proposal, are hereby made terms and conditions of “the Contract” by this reference as though fully set forth herein. The Contractor warrants that it has read and understood all such terms and conditions of the RFP and that all such terms and conditions of the RFP shall apply to the performance of the Work.
2. **INCORPORATION OF ATTACHED TERMS:** Exhibit A (Scope of the Work), Exhibit B (Projects Which May be Awarded By Task Order), Exhibit C (Statutory Requirements), Exhibit D (Data, Materials, and Requirements by CDOT), Exhibit E (Task Order Letter), Exhibit F (Change Order Letter), Exhibit G (Option Exercise Letter), Exhibit H (Indefinite Quantity Funding Letter), and Exhibit I (Standard Contract Terms) are attached hereto and made terms and conditions of the Contract by this reference as though fully set forth herein, except only as may be expressly and specifically modified by this Contract.

3. **THE WORK:** The Work under the Contract consists of the performance of the services that are generally described in the Exhibit A (Scope of the Work). The Contractor shall perform the Work only if, and to the extent, CDOT specifically authorizes the Work by issuing a separate Task Order Letter(s) to the Contractor, in the Form of Exhibit E, as described in RFP Sections 4.7 and 4.8. When such a Task Order Letter is issued, the Contractor shall ensure that the Work, as more fully described in Exhibit A (Scope of the Work), is performed by approved appraiser(s). The Work may also involve appraisal services for the disposal of CDOT owned properties, appraisal of non-eminent domain properties to be purchased by CDOT, access opening appraisals, Local Public Agency transportation projects subject to CDOT oversight, and other appraisal assignments deemed necessary by CDOT.
4. **ORDER OF PRECEDENCE:** If a conflict occurs between the provisions of the Contract proper and the attachments hereto, or the terms and conditions of the RFP, or the Proposal, the priority to be used to resolve such conflict shall be as follows:
 - a. first, the State Special Provisions attached to the Contract, then;
 - b. the Contract, proper, then;
 - c. Exhibit A (Scope of Work), then;
 - d. Exhibit B (Projects Which May be Awarded), Exhibit C (Statutory Requirements), and Exhibit D (Data, Materials, and Requirements by CDOT), in that order, then;
 - e. the RFP, then;
 - f. the Proposal.
5. **TERM OF CONTRACT (PERFORMANCE PERIOD):** The term of the Contract will be from _____, 2000 to _____, 2002, unless earlier terminated, provided that the Contractor shall remain responsible for the performance of any part of the Work under this contract which by its nature continues beyond such term, including Litigation Services and record-keeping and final audit. One (1) additional term of one (1) year or two (2) years, at the same stated specific rate(s) of pay in Paragraph 7, may be added by Option Exercise Letter substantially in the form at Exhibit G at the sole option of CDOT.

6. **“AS NEEDED” CONTRACT BASIS:** The Contract is on an “as needed” basis. The term “as needed” means:
- a. that CDOT has, in advance, completed a competitive RFP selection process in accord with applicable procedures and contracted with selected Contractors to be available to perform the Work, in order to save the time that process would otherwise take when the Work is actually required to be performed, but that neither CDOT nor a selected Contractor has any obligation under the Contract until and unless a Task Order is issued pursuant thereto. The Contract, by itself, shall be considered a mere permissive “price agreement”, which by itself is unenforceable; and
 - b. that CDOT will issue a Task Order to the Contractor to perform the Work only if, and when, and to the extent, CDOT determines, in its sole discretion, that the Work is needed on a particular project, and that CDOT wants the Contractor to perform that Work; and
 - c. that CDOT does not guarantee a certain quantity of Work to the Contractor, and that CDOT shall have no obligation to provide any Work (or Work on any particular project) to the Contractor, and that the Contractor has no justified expectancy that it will be given any Work until and unless CDOT issues a Task Order therefor; and
 - d. that CDOT may elect to perform some or all of the Work with its own forces, or to let out some or all of the Work by separate contract/Task Order to other Contractors to meet appraisal requirements or project schedules, or to not perform the Work.

The Contract is not, and shall not be construed to be, a “requirements” contract or an “output” contract, and CDOT shall have no obligation under the Contract to give any amount of the Work to the Contractor even if CDOT needs that work performed. The Contractor elects to be available, on-call, to perform the Work, but such Contractor will be authorized by CDOT to perform the Work on a specific project parcel only if CDOT issues a Task Order therefor pursuant to the Contract.

7. **SPECIFIC RATE(S) OF PAY:** The following specific rate(s) of pay shall apply to the full initial contract term, and to all Task Order(s) issued by CDOT to the Contractor

during that term and to any option granted herein to extend the terms and rates of the contract.

- a. **Appraisal Services:** CDOT shall pay the Contractor for satisfactory performance of the “appraisal services” part of the Work at the one specific rate of pay the Contractor submitted in its proposal responding to the RFP. That rate of pay is \$_____ per hour. That specific rate of pay, multiplied by the maximum number of hours negotiated by the parties to perform the “appraisal services” Work, as described in the applicable Task Order(s), shall be the total resulting lump sum compensation due the Contractor for complete and satisfactory performance of that Work.” Travel and per diem will be negotiated separately as appropriate.
- b. **Litigation Services:** If CDOT engages in eminent domain condemnation proceedings to acquire title to the parcel(s) for which the Contractor performed “appraisal services”, and if CDOT issues a Task Order to the Contractor for the performance of “litigation services” concerning such parcel(s), then the Contractor shall perform such “litigation services” and CDOT shall also pay the Contractor at the one specific rate of pay it submitted in its proposal responding to the RFP for satisfactory performance of the “litigation services” part of the Work. That rate of pay is \$_____per hour. Travel and per diem will be negotiated separately as appropriate. The number of hours actually used to perform the work shall be documented by the Contractor by the use of time sheets as the cost is incurred. That specific rate of pay, multiplied by the number of hours the Contractor actually performs the “litigation services” Work, as described in the applicable Task Order(s), shall be the total resulting lump sum compensation due the Contractor for complete and satisfactory performance of the “litigation services” part of the Work.
- c. **Compensation For The Work:** The specific rate(s) of pay shall apply to the full initial contract term, to all Task Order(s) issued by CDOT to the Contractor during that term, as well as to any additional term resulting from CDOT’s exercise of its option. Provided, however, that the total compensation for the performance of all Work by the Contractor pursuant to all Task Orders issued under the Contract

shall not exceed a maximum total of \$500,000. (This amount is included for CDOT internal purposes only, and the inclusion of that amount shall not be construed in any way as an obligation or intention to provide to the Contractor any Work which may use any, some, or all of that dollar amount.) Provided, further, that this amount may be increased at CDOT's sole discretion by the use of a Funding Letter substantially in the form of Exhibit H (Indefinite Quantity Funding Letter).

4. **TASK ORDER CONTRACT:** Tasks may be defined, negotiated, and ordered from time to time by agreement of the parties based on the specific rate(s) of pay in Paragraph 7, using "Task Order Letters". Task Orders processed in accordance with this paragraph shall occur as follows:

- a. **Appraisal Services Task Order:**

- 1) If the State has need of appraisal services, and the Contractor agrees to provide those appraisal services, the State will provide a definition of the requirements and a scope of the work to the Contractor. The Contractor will propose a resulting lump sum compensation for the task using the specific rate(s) of pay agreed to in Paragraph 7 times the estimated number of hours needed for the task. The Contractor will submit a Task Proposal Letter which shall include the estimated number of hours on a per parcel basis for appraisal services multiplied by the specific rate(s) of pay and resulting lump sum compensation, as well as the proposed time for performance, in a form acceptable to the State. Travel and per diem will be negotiated separately as appropriate. If and when such Task Order(s) is negotiated by the parties, the Contractor will submit three signed original Task Proposal Letters for the appraisal services. The Contractor understands that its execution of the Task Proposal Letter for appraisal services constitutes its formal agreement (without further signature) to the Task Order Letter.
- 2) Upon negotiation and agreement by the parties of the scope of the work for the task, the resulting lump sum compensation, and the time for performance, the Task Order Letter attached as Exhibit E shall be prepared and signed by the State. **However, the Task Order shall not be valid until**

approved by the State Controller or such assistant as he/she may designate, and then issued to the Contractor by CDOT. Once the Task Order is so issued, the Contractor hereby warrants that performance of the Work described therein shall be successfully completed within the time period and for the compensation identified in the Task Order(s) and in strict compliance with all other terms and conditions of the Task Order(s), the Contract, and the RFP.

b. Condemnation Proceedings Task Order:

- 1) CDOT may need to issue one or more Task Orders for condemnation proceedings that specifically describe the details of “appraisal services” and “litigation services” Work to be performed. The State will provide a definition of the requirements and a scope of the work to the Contractor. The Contractor will submit a Task Proposal Letter which shall include a statement that the Contractor agrees to provide those appraisal and litigation services at the specific rate(s) of pay agreed to in Paragraph 7, in a form acceptable to the State. Travel and per diem will be negotiated separately as appropriate. If and when such Task Order(s) is negotiated by the parties, the Contractor will submit three signed original Task Proposal Letters for the condemnation proceedings Task Order. The Contractor understands that its execution of the Task Proposal Letter for condemnation proceedings constitutes its formal agreement (without further signature) to the Task Order Letter.
- 2) When condemnation proceedings are involved, the Task Order issued will be based upon CDOT’s overall estimated maximum compensation, not to be exceeded by the Contractor, to update appraisal reports for trial, potential time involving pre-trial and post-trial conferences, testimony at hearings, testimony at valuation trials, and other factors.
- 3) Each Task Order will contain a summary of the condemnation proceedings Work to be performed thereunder (i.e. updating of appraisal reports, attendance at pre-trial and post trial conferences, and any preparations

thereof, etc.), based upon the Contractor's hourly proposal rate for appraisal services. Travel and per diem will be negotiated separately as appropriate.

- 4) Each Task Order will contain a summary of the resulting litigation services Work to be performed thereunder (i.e. attendance and/or testimony at hearings and valuation trials, CDOT required attendance at depositions, etc.), based upon the Contractor's hourly proposal rate for litigation services. Travel and per diem will be negotiated separately as appropriate.
- 5) The Contractor shall **not** perform any appraisal or litigation services Work which is not expressly authorized by Task Order or which exceeds that appraisal and litigation services Work or the resulting maximum compensation not to be exceeded by the Contractor amount described in the Task Order.
- 6) Upon negotiation and agreement by the parties about the scope of the work of the task and the maximum compensation not to be exceeded by the Contractor, the Task Order Letter attached as Exhibit E shall be prepared and signed by the State. **However, the Task Order shall not be valid until approved by the State Controller or such assistant as he/she may designate, and then issued to the Contractor by CDOT.** Once the Task Order is so issued, the Contractor hereby warrants that performance of the Work described therein shall be successfully completed within the time and amount of compensation identified in the Task Order(s) and in strict compliance with all other terms and conditions of the Task Order(s) and of the Contract.

- g. Payment Terms:** Performance of the work, and payment for that work, shall be governed by the standards and procedures set forth and as described in RFP Section 4.8 and Section 4.14.

8. **CHANGE ORDERS:**

- a. Task Order Change Letters.** Changes within the general scope of the Contract, or any Task Order may, be executed using the simplified Task Order Change Letter process described in this paragraph and the model letter attached as Exhibit F.

- 1) The Contractor will propose a resulting lump sum compensation for the changed task using the specific rate(s) of pay agreed to in Paragraph 7. The Contractor will submit a Task Order Change Proposal Letter which shall include the estimated number of hours on a per parcel basis for appraisal services multiplied by the specific rate(s) of pay and resulting lump sum compensation, as well as the proposed time for performance, in a form acceptable to the State. If and when such Task Order Change is negotiated by the parties, the Contractor will submit three signed original Task Order Change Proposal Letters for the appraisal services. The Contractor understands that its execution of the Task Order Change Proposal Letter for appraisal services constitutes its formal agreement (without further signature) to the Task Order Change Letter.
 - 2) The written Task Order Change Letter will be substantially in the form at Exhibit F, must bear the signature of the authorized agency official and the State Controller or his designee. The Task Order Change Letter shall refer to the basic contract and include a detailed description of the changes to the Task Order Letter, the lump sum compensation or estimated maximum compensation not to be exceeded by the Contractor, the effective date, and (where applicable) the time within which the changed work must be done. Other modifications to this contract not within the scope of this paragraph must be executed by formal amendment to the contract, approved in accordance with State law.
- b. **Option Exercise Letter.** The State may require continued performance for a period of one or two years of any appraisal services within the limits and at the specific rate(s) of pay specified in the Contract. The State may exercise the option by written notice to the Contractor deposited in the mail before the end of the performance period of the contract using a form substantially equivalent to Exhibit G (Option Exercise Letter). The State shall give the Contractor 45 days for preliminary written notice of its intent to execute the option. Preliminary notice does not commit the State to an extension. If the State exercises this option, the extended contract shall be considered to include this option provision. The total

duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

c. Indefinite Quantity Contract Funding Letter. This is an indefinite quantity contract for the appraisal services specified herein. Any estimates of quantities of services in the solicitation or otherwise made known to the Contractor are estimates only and not purchased by this contract. The State will order, and the Contractor agrees to perform, appraisal services. All orders are subject to the terms of this contract.

- 1) Funds are available and will be encumbered in subsequent, to be assigned, Task Orders which shall not exceed a maximum total of \$500,000. The Contractor shall not accept any orders which create a financial obligation of the State exceeding the amount of available funds specified herein. Additionally, the Contractor shall notify the representative when State commitments, paid and unpaid, are within 10% of the amount of funds available. The State is not liable beyond the amount of funds specified as available in this paragraph.
- 2) The State may from time to time, in a form substantially equivalent to that in Exhibit H (Funding Letter), and bearing the approval of the State Controller or his designee, make more funds available on this contract. The funds availability letter shall not be deemed valid until it shall have been approved by the State Controller or such assistant as he/she may designate.

10. **STANDARD CONTRACT TERMS:** The Contract shall be subject to the Standard Contract Terms attached as Exhibit I.
11. **SPECIAL PROVISIONS:** The Contract shall be subject to the special provisions as listed in the attached Exhibit J, Special Provisions.
12. **CONTRACT ADMINISTRATION:** All communications relating to the day-to-day activities for the Work shall be exchanged between the CDOT Region Right of Way Project Manager, CDOT Region Appraisal Contract Administrator, Project Development Branch Right of Way Services Contract Administrator or designee, and

the Contractor. All other notices and communications in writing required or permitted hereunder shall be deemed to have been given when delivered personally to the respective representatives of the State and Contractor, set forth below, or when deposited in the United States Mail, properly addressed and with first-class postage fully prepaid. Until changed by notice in writing, all such notices and communications shall be addressed as follows:

If to State:

Mr. Tim Harris
Project Development Branch Manager
Colorado Department of Transportation
4201 E. Arkansas Ave., 4th Floor
Denver, Colorado 80222
(303) 757-9331

If to Contractor:

Xxxxxx
Xxxxxx
Xxxxxx

13. **COLORADO OFFICE:** During all phases of the performance of the Work, the Contractor shall establish a working office off the State's premises at its sole expense, and shall permit duly authorized agents and employees of the State to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may be accomplished at meetings that are arranged at mutually agreeable times and places.
14. **AUTHORITY:** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Contractor to its terms. The person(s) executing this contract on behalf of the Contractor warrant that they have full authorization to execute this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

ATTEST:

STATE OF COLORADO
BILL OWENS, GOVERNOR

By _____
Chief Clerk

By _____
Executive Director
DEPARTMENT OF TRANSPORTATION

APPROVED:

ARTHUR R. BARNHART
State Controller

KEN SALAZAR,
Attorney General

By _____

By _____
BARRY B. RYAN,
Assistant Attorney General
Natural Resources Section

ATTEST:

CONTRACTOR:

By _____

By _____

Title _____

Title _____

FEIN No. _____

SCOPE OF WORK

The Contractor shall satisfactorily complete the Work on particular projects, if any, as specifically authorized by CDOT Task Order. The Work has the following scope:

WORK LOCATIONS: The potential projects on which the Work may be performed are in various CDOT Regions throughout the State of Colorado. The specifics of a particular project will be set out in the Task Order applicable to that project

APPRAISAL SERVICES: The contractor shall use CDOT appraisal format(s) in the performance of the "appraisal services" Work. The contractor shall perform the following provisions, requirements or details of work:

1. The Contractor shall use CDOT appraisal format(s) and prepare all appraisal reports consistent with: the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR Part 24; 23 CFR Parts 710-713; 38 CRS; 43 CRS; CDOT Right of Way Manual, Chapter 3, as may be amended; appropriate State Laws, regulations, policies and procedures; and Uniform Standards of Professional Appraisal Practice.
2. The Contractor shall conform to recognized appraisal principles and practices of the appraisal profession in estimating the value of the properties. Valuation of such property must also be in accordance with judicially recognized methods of property evaluation.
3. Appraisals are to be Complete Appraisals as per USPAP Standards Rule 1. It is the Contractor's responsibility not to perform a Limited Appraisal when the result may mislead or confuse the intended users of the appraisal report. If a Limited Appraisal is deemed to be appropriate and a reliable indicator of reasonable market value, then the Contractor is to notify CDOT immediately for concurrence. Jurisdictional Exceptions and Supplemental Standards apply to appraisals prepared for CDOT.
4. At a minimum, appraisal reports prepared for CDOT shall be Summary Appraisal Reports as per USPAP Standards Rule 2-2(b). Supplemental standards shall apply to the reporting of the appraisal process. At times, CDOT may require a restricted appraisal report for property disposal purposes.
5. "Appraisal services" is based upon the per hour rate specified in Price Agreement No. (Contract Routing No.) XXX.
6. "Litigation services" is based upon the per hour rate specified in Price Agreement No. (Contract Routing No.) XXX.

7. Based upon the "appraisal services" \$XX.XX per hour rate specified in Price Agreement No. (Contract Routing No.) XXX, the total lump sum fee of \$X,XXX is for XX hours for "appraisal services".
8. Start date shall be the date the Task Order is issued by CDOT Purchasing Department. Final due date or delivery date shall be as described in the Task Order. This schedule permits delivery of the appraisal reports prior to the final due or delivery date.
9. The Contractor shall be the sole signatory of the appraisal report(s) and shall be the person who personally performed the appraisal.
10. The most critical and highest priority parcels assigned in descending order of priority and projected delivery date are as follows:

Parcel Number	Projected Delivery Date

11. Remaining ownerships will be appraised and submitted to the Department as soon as completed, prior to or by the above stated due date, as follows:

Parcel Number	Projected Delivery Date

12. The Contractor shall use the following jurisdictional definition of "reasonable market value" in the real estate appraisal and real estate appraisal report for the valuation of a total acquisition or for the valuation of the larger parcel before the part to be taken (partial acquisition) is acquired:

"Reasonable market value" means the fair, actual, cash market value of the property. It is the price the property could have been sold for on the open market under the usual and ordinary circumstances, that is, under those circumstances where the owner was willing to sell and the purchaser was willing to buy, but neither was under an obligation to do so.

In determining the market value of the property actually taken, you are not to take into account any increase or decrease in value caused by the proposed public improvement." [*Colorado Jury Instructions - Civil 4th*, 36:3]

Consideration for any increase or decrease in value caused by the proposed public improvement is also stated in the *Code of Federal Regulations, Title 49, Part 24, Section 103(b)* (49 CFR 24.103(b)) as follows:

"Disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner."

13. The State of Colorado "modified before and after rule". In addition to the above definition of "reasonable market value", the Contractor shall use the following jurisdictional definitions in the real estate appraisal and appraisal report to value the residue after the part to be taken is acquired. The influence of the proposed public improvement is considered except for any damages or benefits that are shared in common with the community at large. *Colorado Jury Instructions - Civil 4th, 36:4* addresses the ascertainment of damages and benefits to the residue and *Colorado Jury Instructions - Civil 4th, 36:5* addresses limitations on the ascertainment of damages to the residue. The Contractor shall use the following jury instructions concerning damages and benefits to the residue after take.

"36:4 Ascertainment of Damages and Benefits to Residue

...'Residue' means that portion of any property which is not taken but which belongs to the respondent, (*name*), and which has been used by, or is capable of being used by, the respondent, together with the property actually taken, as one economic unit.

Any damages or benefits are to be measured by the effects the acquisition of, and the expected uses of, the property actually taken has on the reasonable market value of the residue. Any damages are to be measured by the decrease, if any, in the reasonable market value of the residue, that is, the difference between the reasonable market value of the residue before the property actually taken is acquired and the reasonable market value of the residue after the property actually taken has been acquired. Any damages which may result to the residue from what is expected to be done on land other than the land actually taken from the respondent and any damages to the residue which are shared in common with the community at large are not to be considered.

Similarly, any benefits to the residue are to be measured by the increase, if any, in the reasonable market value of the residue due to the (construction) (improvement) of the (*insert brief description of the proposed improvement*). For anything to constitute a specific benefit, however, it must result directly in a benefit to the residue and be peculiar

to it. Any benefits which may result to the residue but which are shared in common with the community at large are not to be considered.

Nothing should be considered as a factor of either damages or benefit unless you find that it increases or decreases the reasonable market value of the residue.

Any finding of damages or benefits to the residue shall not affect your determination of the value of the property actually taken.

You are to determine any damages or benefits as separate, independent items. You should not attempt to balance the two. Any adjustment or balancing must be done by the court."

"36:5 Ascertainment of Damages to Residue - Limitations On

In order for you to determine damages to the residue, you must find that the residue itself (has been) (will be) damaged by some diminution in its reasonable market value, either as a result of its being severed from the land actually taken or because the adjacent public use on the land actually taken from the respondent (but not on other land) will render the residue less valuable.

Infringement of the owner's personal pleasure or enjoyment in the use of the residue or even the owner's annoyance or discomfort do not constitute compensable damages. Neither does the fact that the residue may be less desirable for certain purposes. Such matters are not compensable except as they are a natural, necessary and reasonable result of the residue being severed from the land actually taken or of the uses expected to be made of the land actually taken, and are measurable by a reduction in the market value of the residue."

14. CDOT shall provide the Contractor Right of Way plans showing areas of land and interests therein to be acquired by the CDOT, and showing each parcel to be appraised designated by a parcel number. The Contractor shall use the parcel number and project number provided by CDOT to assure proper reference.
 - a) The Contractor shall make a detailed study of the plans provided, including a field study for such items as property lines, improvements, and conveyances, etc.
 - b) Any discrepancies noted by the Contractor shall be promptly reported to the CDOT Region Right of Way Manager or designated Region Project Acquisition Manager.

3. The Contractor will coordinate with the Region Right of Way Manager or designated Region Project Acquisition Manager as to the timing of staking of the subject parcels.
4. The Contractor shall provide each property owner the opportunity to accompany the appraiser during an inspection of the property to be acquired.
 - a) The opportunity for the owner to accompany the appraiser during inspection of the property is required under the provisions of 24-56-117 (b), C.R.S., as amended.
 - b) The Contractor will provide the property owner a copy of the CDOT "Right of Way Information" booklet.
3. The parcels are to be appraised "as if clean" of toxic contamination or hazardous waste, unless otherwise stated in this Scope of Work.
4. The Contractor shall make a detailed inspection including measuring of the real properties identified in the specific Task Order, and shall perform such investigations and studies, as necessary to derive sound conclusions for the preparation and submission to CDOT of the appraisal reports.
 - a) The Contractor shall personally inspect each subject property, acquisition areas and temporary easements and will personally take photographs of any improvements affected.
 - b) The Contractor will personally inspect and measure dimensions of the interior and exterior of any subject property buildings and/or improvements that are or may be affected by the acquisitions.
 - c) The Contractor will include in the appraisal a floor plan sketch of buildings and/or improvements affected by the acquisition.
4. The Region shall provide cost estimates to the Contractor to relocate any private utility lines involved in the above referenced parcels. If the Region cannot provide the utility estimates and the Contractor must obtain the estimates, then a new or revised Scope of Work and Task Order shall be necessary.
5. If required, the Contractor will be provided with a copy of CDOT Form #433, Certified Inventory of Real and Personal Property. It is essential that the Contractor include an estimate of all real property in the appraisal. The Contractor must indicate on Form #433 that all real property is included and all personal property is not included in the value estimates. In the case of tenant owned real property the Contractor must separately state the value of all tenant owned real property. If the Contractor cannot assign a separate value to the tenant owned real property, then this fact will be noted on CDOT Form #433 and in the appraisal report. This inventory will be provided to the Contractor as early as possible in this process.

6. If any on-premise or off-premise (outdoor advertising/billboard) sign(s) is on a subject parcel, the value of the sign(s) is to be included in the appraisal report. The value of the sign site for off-premise signs is to be shown as a separate allocation.

When “salvage value” is requested, it is defined in 49 CFR, 24.2(s) (Revised October 1, 1998) as follows:

“The term salvage value means the probable sale price of an item, if offered for sale on the condition that it will be removed from the property at the buyer's expense, allowing a reasonable period of time to find a person buying with knowledge of the uses and purposes for which it is adaptable and capable of being used, including separate use of serviceable components and scrap when there is no reasonable prospect of sale except on that basis.”

- a) For on-premise signs located on the subject property, the Contractor shall include in the appraisal:
 - 1) Contributory value of the sign.
 - 2) Cost to remove and relocate the sign onto the residue property.
 - 3) Salvage value of the on-premise sign within the acquisition area.
- d) For off-premise signs (billboards) located on the subject property, the Contractor shall include in the appraisal:
 - 1) If the off-premise sign can be legally relocated after the acquisition, then include in the appraisal report the following value estimates for relocation:
 - (a) Value in place based upon the State Sign Cost Schedule.
 - (b) Salvage value.
 - 3) If the off-premise sign cannot be legally relocated after the acquisition, then the following value estimates will be included in the appraisal report as appropriate:
 - (a) Cost approach. The cost approach should include, when possible, the following estimates:
 - (1) Cost estimate from a national cost service.
 - (2) Cost estimate from a sign company other than the company that owns the off-premise sign.

- (c) Sales comparison approach.
 - (d) Income capitalization approach.
 - (e) Salvage value.
- 6. The Contractor must provide adequate factual data in the reports to support the conclusions reached as to value, in sufficient detail to allow an appraisal reviewer to follow and understand the conclusion reached by the Contractor.
 - a) The Contractor shall personally inspect and photograph comparable sales, and personally confirm real estate sales data used in the appraisal report with the grantee and/or grantor or both when possible.
 - b) When required, the Contractor shall include in the appraisal report either in dollar or percentage form, all adjustments made for comparison purposes as set forth in CDOT Right of Way Manual, Chapter 3, as may be amended.
 - c) When appropriate, the Contractor shall personally inspect and confirm rental properties and rental data.
- 4. The Contractor shall complete and execute a "Certification of Appraiser" similar to that shown in CDOT Right of Way Manual, Chapter 3, as may be amended, and shall include such certification in each report.
- 5. Three (3) copies of the State, Regional, Metropolitan or City data shall be prepared by the Contractor and submitted separately for the main Colorado Department of Transportation project file when multiple parcels are being appraised in a transportation project. The main file copy shall be referenced in the body of the narrative reports. The Contractor shall include neighborhood data and analysis in each appraisal report.
- 6. Upon completion of the inspection, investigations, and studies the Contractor shall prepare, furnish, and deliver to CDOT an appraisal report(s) in three (3) copies covering each property on which an appraisal is made as follows:
 - a) The Contractor will first submit a preliminary or draft copy of the completed appraisal for CDOT appraisal review.
 - b) After appraisal review and approval, the Contractor shall submit three final copies of the completed appraisal report(s) to CDOT.
 - c) All signatures of the Contractor (sole signatory appraiser) in the three final copies of the appraisal report(s) shall be original.

- d) When the final appraisal report(s) is delivered to CDOT, the Contractor shall submit one "Owner-Appraiser Contact Sheet", CDOT Form 1144a (9/94), for each parcel appraised.
5. At CDOT's request, the Contractor shall submit periodic status reports on a monthly or 30 day basis to the CDOT Region Appraisal Contract Administrator, Project Development Branch Right of Way Services Contract Manager or their designee. The status reports shall include as a minimum:
- a) Date of all owner contacts.
 - b) Copies of all correspondence to and from the parcel property owner.
 - c) All comments or questions the property owner submits during the owner contacts.
4. Depending upon the completion due date for the project assignment, a contractor can submit an invoice for the performance of the Work as follows:
- a) For a project with a completion date of 30 days or less, an invoice for payment in full at the completion of the entire project and after full appraisal review, shall be submitted to the CDOT Region Appraisal Contract Administrator, Region Right of Way Manager, Project Development Branch Right of Way Services Contract Manager or their designee, for work actually performed.
 - b) For project assignments with a completion date of more than 30 days, The contractor may submit periodic invoices for services rendered together with a periodic status report on a monthly or 30 day basis and at the completion of "appraisal services" for the project assignment. The status reports shall include as a minimum: date of all owner contacts, copies of all correspondence to and from the parcel property owner, all comments or questions the property owner submits during the owner contacts, and progress made on a parcel by parcel basis.
- or,
- The contractor may submit an invoice upon delivery of a draft copy of an assigned parcel less 20% withholding until final review is completed. After final appraisal review and delivery of all final copies of the parcel appraisal, the contractor may submit an invoice for the 20% withholding for that particular parcel.
3. The Contractor shall closely monitor all costs incurred in the performance of the work on a periodic basis, during the term of the Task Order. The Contractor shall maintain complete and accurate records of such cost monitoring. The Contractor shall monitor and record work costs during performance to ensure that the Contractor does not exceed the Task Order lump sum compensation or the maximum compensation not to be exceeded by the Contractor, and to ensure that the Contractor is aware of the actual costs being incurred during performance of the work and is able to notify CDOT

in a timely way of any increase in work costs which may result in an additional Task Order or contract modification tool. The work cost records must substantiate any Contractor request for an adjustment, if any, under the Task Order. If the Contractor fails to monitor costs, maintain cost records, and notify CDOT of any increase in estimated costs and need for a supplemental Task Order or contract modification tool in a timely way as provided herein, then an increase in the lump sum compensation or time for performance of the Task Order will not be executed.

4. The Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the state, and they shall have no authorization, express or implied, to bind the state to any agreements, settlements, liability, or understanding except as expressly set forth herein. The Contractor shall be responsible to the state for the ultimate results of performance required hereunder but shall not be subject to the direction and control of the state as to the means and methods of accomplishing the results. The specifications in this contract of particular performance standards the state deems essential to proper performance and contract value shall in no event be deemed to alter this relationship. The Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on moneys paid pursuant to this contract. The Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Contractor, its employees and agents. The Contractor acknowledges that the Contractor and its employees are not entitled to the benefits of worker's compensation insurance or unemployment insurance unless the Contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage.
5. The work, which is the subject of this Task Order, is confidential in nature and is being performed pursuant to litigation. All reports, data, drawings, photographs, computer information, documents, and other such information, which the Contractor acquired, developed or otherwise obtained in the completion of this Task Order, shall remain confidential. No such information shall be divulged to any person outside the Contractor's organization without first obtaining the written consent of the CDOT. Any violation of this term may be cause for termination and legal action against the Contractor, and defense of such action shall be the sole responsibility of the Contractor.
6. CDOT shall have the right to terminate this Task Order by giving the other party 10 days notice by registered mail, return receipt requested. If notice is so given, this agreement shall terminate on the expiration of the ten days, and the liability of the parties hereunder for the further performance of the terms of this agreement shall thereupon cease, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination.

7. The right is reserved by CDOT to terminate the Task Order at any time upon written notice, in the event the work is to be abandoned or indefinitely postponed; or in case the services of the Contractor, in the judgement of CDOT are unsatisfactory; or because of the Contractor's failure to prosecute the work with diligence or within the time limits specified. In any such case, CDOT will pay the Contractor for work accomplished to date on the basis of the incurred cost of actual work performed. All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of CDOT prior to payment for services rendered.
8. Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

APPRAISAL OF CDOT OWNED PROPERTY:

1. Appraisals for the Disposal of Excess Right Of Way
 - a) Appraisal Techniques (Remainder or Excess Parcel): For the disposal of excess parcels, the appraisal shall contain a range of values using any applicable valuation technique that could reasonably establish the fair market value parameters.
 - b) The following concepts are examples the Contractor shall consider depending on the situation:
 - 1) Fair market value of the property standing alone in the market place.
 - 2) Value to the adjoining owner(s) using an "across the fence" approach. This method would involve an appraisal of the area being disposed using values similar to the value of the adjacent property.
 - 3) Enhancement [plottage, assemblage] value to the adjoining owner. This approach establishes an amount by which the value of a property is increased through assemblage of another property into the same ownership. This method is the reverse of the procedure for estimating loss in value due to a partial taking. The value of the parcel into which the subject is to be assembled is estimated before and after the assemblage, and the difference between the two values is the enhancement [plottage, assemblage] value.

2. Appraisals for Access Control Rights

There may be cases when only the access control rights are to be disposed of or moved. These rights can be quite valuable and may have cost a great deal originally. They should be appraised using the enhancement [plottage, assemblage] value method discussed above. It is recommended to request guidance from CDOT and legal counsel as to state law that may be controlling.

- a) Access Opening Appraisals: CDOT may request appraisals for access deed changes for private openings in access control owned by CDOT. The following guidelines have been developed to aid in the appraisal of access openings.
 - 1) Change in number of openings (increase or decrease in openings).
 - 2) Change in access location.
 - 3) New access where no previous direct access existed.
 - 4) Use of access will change (farm to business) when current access deed is specific as to land use.
 - 5) Change in access width (e.g., 17 to 35 feet).
- f) No Value Change Due To Proposed Change In Access Control
 - 1) In the case where the Contractor determines that there is no change in property value due to the proposed change in access control, a letter appraisal to that effect will be sufficient.
 - 2) To support the Contractor's conclusions, all appraisal aspects of the access control change should be thoroughly investigated and reported in a summary format.
- c) Value Change Due To Access Modifications:

Where there is a discernible change in property value due to access modifications, and the value can be supported by sales data, a full before and after appraisal will be done by the Contractor.
- d) Appraisal Reporting Options:

Any decision to select the level of appraisal (e.g., letter, short appraisal report or full narrative appraisal), will be based upon a Region evaluation or memorandum, with written support and documentation showing degree of research completed that supports the selection.

Value Estimate For Access Improvements:

The CDOT Region shall provide an estimate of value for the access improvements to the highway that are of some benefit to the highway or to the public. This value is based upon the CDOT cost estimate book or upon actual construction costs.

LITIGATION SERVICES:

1. If the Contractor performs the "appraisal services" Work on a project, the Contractor shall, upon notice from CDOT, also provide resulting "litigation services" for CDOT concerning that Work, as CDOT determines necessary, in any condemnation proceedings to acquire title to properties valued by the Contractor. CDOT will issue a separate Task Order to the Contractor for such services. At times, CDOT may find it necessary for a Contractor to perform "appraisal services" and "litigation services" when a property is filed for condemnation, even though the Contractor may not have performed the original "appraisal services".

"Appraisal services" or activities shall include (without limitation) the updating of appraisals and appraisal reports, any proceeding including attendance and/or assistance as required by CDOT in all pre-trial and post-trial conferences or activities, and any preparations therefor, concerning a condemnation or a quiet title action or an administrative hearing, regarding such property(ies).

2. Resulting "litigation services" may include (without limitation) the following as they pertain to any "appraisal services" performed by the Contractor:
 - a) All Contractor testimony and/or attendance at immediate possession hearings, subsequent valuation trials, and quiet title proceedings, if CDOT and/or the Colorado Office of the Attorney General determine such to be needed.
 - b) All Contractor testimony and/or attendance at administrative hearings.
 - c) Contractor attendance at depositions if CDOT and/or the Colorado Office of the Attorney General determines such to be needed. However, CDOT will not pay for depositions required by opposing attorneys: payment for such depositions shall be the responsibility of the opposing attorneys and their clients.

EXHIBIT B**PROJECTS WHICH MAY BE AWARDED UNDER THE RFP**

REGION	PROJECT	LOCATION
1	NH 2854-064	Settler's Drive – Eaglecliff Rd
	NH 2854-067	Eagle Cliff to Foxton Rd.
	SP 4012 SH40	Hugo to Kiowa County Line
	SP 4014 SH40	E Side of Berthoud Major widening safety
	STA 0852-082	SH 85 Titan Rd Intersection
	IM 0252-322 I-25 5 th St.	Wofensberger Interchange
	IN 179 STIP SH9	North of Silverthorne to Ute Pass Rd.
	STA 1192-008	Blackhawk North
	IN 1409 STIP SH6	4 Lane Gap Section
	CF 2084 STIP SH285	Kenosha Pass Jct. Of SH9
2	NH 2872-013	Wiley Jct. – North
	NH 05055-032	SH 50 E. Of Hasty
	NH 0504-031	US 50 at 36th Lane
	NH-IR(CX) 0251(126)	Jct I-25, SH50,SH47
	IM-IR(CX) 025-1(121)	Goddard- South
	BR 0504-029	Salt Creek
	IM 0851-002	SH 85/Fountain Inter.
	STU 0831-078	SH83 - Shoup, Northgate,Hodgen
	Multiple Projects	Powers Corridor – North of Woodmen Road
	IM 0252-310	Woodmen Rd. Interchange
	SR-STR(CX) 0105(4)	Monument Interchange
	CXFC-CY 43-0024-21	Woodland Park to Divide
	STA 1151-009	Big Turkey Creek N & S.
	IM 0252-309	Nevada/Tejon Interchange
	Multiple Projects	I-25 Corridor through Colo. Springs and El Paso County
	NH 043-058	SH 24 E., Powers to Calhan

PROJECTS WHICH MAY BE AWARDED UNDER THE RFP

REGION	PROJECT	LOCATION
2	STA 0851-001	SH 85-Main St.
	NH 0242-028	Cascade/Pikes Peak Hwy.
3	BR 006A0028	Eagle River Bridge
	BR 0131-006	White River Bridge
	BR 0401-016	Deception Creek Bridge
	BR 0402-055	Coal Creek Bridge
	BR 0641-010	Boise Creek Bridge
	C 340A-007	West of Redlands Pkwy
	NH 0402-054	West of Muddy Pass
	SP 0501-038	Kannah Creed East
	SP 0821-052	Snowmass Canyon
	SP 0821-053	ABC to Buttermilk
	STR 0131-037	Meeker Stage Stop S.
	STR 131A-024	Haymaker Golf Course S.
	STR 135A-018	Crested Butte S. Phase 2
4	NH-IR 025-3(109)	Multiple Projects on I-25
	NH 2873-068	Berthoud By Pass
	STM 0341-050	SH 34 Loveland
	STM 402A-003	SH 402
	BR 144A-018	Bijou Canal
	BR 0361-056	Cherryvale & 88 th

PROJECTS WHICH MAY BE AWARDED UNDER THE RFP

REGION	PROJECT	LOCATION
5	C 1602-066 Phase 2	Jct Sh 172 East
	NH(CX) 1602(50)	West of Mineral /Rio Grande Line
	C 1602-066	Jct. Sh 160/550 to Jct Sh 160/172
	BR 0502-046	N. Fork South of Arkansas River
	NH 2852-006	Junction SH 17- North
	C 017A-008	SH 17 Alamosa North
	NH2852-009	US 285 and S.H. 112
6	STU 2225-060	Iliff Ave, I 225 to Abeline St.
	STU C100-011	Arapahoe /Parker Interchange
	IR-NH(CX) 225-4(46)	I 225: I 25 to I 70
	NH 0853-038	Santa Fe: Church to C-470
	CXBRF 10-0470-09	County Line Rd: Colo Blvd – Quebec
	IM 0703-246	I 70/SH 58 Interchange
	IR(CX) 270-6(26)	I 270 at I 76
	IR-IM-NH(CX) 025-3(107)	I 25/US 36/SH 270 Interchange
	NH 0252-299	Southeast Corridor I-25 Broadway to Lincoln

EXHIBIT C

STATUTORY REQUIREMENTS

The contractor shall perform all of the Work authorized by Task Order issued under this contract in accordance with the following statutory and CDOT procedure manual requirements (as well as any other applicable law):

- a) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and §24-56-101 through 24-56-121, C.R.S. as amended.
- b) CDOT Right of Way Manual, Chapter 3, Appraisal and Review, as may be amended.
- c) Department of Transportation (DOT) Regulations, 49 C.F.R., Part 24, as may be amended.
- d) DOT Title VI Compliance Program.
- e) All appraisers must have a State of Colorado Certified General Appraiser certification consistent with the requirements of C.R.S. 12-61-701 through 716, as amended.
- f) A contractor shall provide each property owner the opportunity to accompany the appraiser during an inspection of the property to be acquired under the provisions of C.R.S. §24-56-117 (b).
- g) All reports must be prepared consistent with the requirements of the Uniform Standards of Professional Appraisal practice as adopted by the State of Colorado, including jurisdictional exceptions.
- h) C.R.S. 38-1-101-121

A contractor shall be responsible to obtain and review the above requirements and to perform the work in accordance with such requirements. The requirements are available for review and copying at the applicable CDOT Region Right Of Way Offices and CDOT Headquarters, Staff Right Of Way Services, Project Development Branch.

CDOT'S DATA, MATERIALS AND REQUIREMENTS

- 7.1 CDOT shall provide a contractor the following materials on the particular projects on which the contractor is authorized by Task Order to perform the Work:
- a) All required CDOT formats as shown in Chapter 3, CDOT Right of Way Manual, Appraisal and Review, as may be amended.
 - b) Right of Way plans and legal descriptions for all project parcels to be valued.
 - c) Design/construction plans, as available.
 - d) Memorandums of Ownership, ownership and encumbrance reports, and/or title commitments on all project parcels to be valued.
 - e) Letter of Information, prepared by the applicable Region, which sets out specific or unique considerations which may be present on a project parcel.
 - f) CDOT will field inspect the project parcels with the successful contractor prior to issuance of a Task Order on a particular project.
 - g) Environmental/hazardous waste reports.

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Project Development Branch
Right of Way Services
4201 E. Arkansas Ave., 4th Floor
Denver, Colorado 80222-3400
(303) 757-9331 Fax (303) 757-9868

PROJ. NO. _____
CODE _____
BILL TO (ORGN) _____
COFRS PG# _____

EXHIBIT E

DATE: ____/____/____

State Fiscal Year 1999-2000

TASK ORDER LETTER NO. ____

TO: NAME: _____ [Contractor]
ADDRESS: _____
FEIN NO: _____

FROM: CDOT REGION APPRAISAL CONTRACT ADMINISTRATOR

In accordance with Paragraph ____, Page ____ of original contract routing number (price agreement number), 2000HAA_____ between the State of Colorado for the use and benefit of its Department of Transportation (CDOT) and

[Contractor]

covering the period of _____, 2000 through _____, 2002 the undersigned agree that the supplies / services to be provided on an as needed basis@affected by Task Order Letter are modified as follows:

Task Order Description

The Contractor shall perform the appraisal tasks in accordance with the attached Scope of Work prepared by CDOT dated _____, and the attached Contractor's Task Proposal **signed by the Contractor's authorized representative** dated _____, both of which are hereby incorporated by reference.

Price/Cost

The Price (Lump Sum / Maximum amount) payable by the State (Amount Not To Exceed) for the Work described above is \$_____ for a new contract total of \$_____.

Performance Period

The Contractor will complete the work by: _____

The parties agree that all work shall be performed according to the standards and terms set forth in the original contract. In the event of any conflict or inconsistency between this amendment and the original contract, such conflict or inconsistency shall be resolved by reference to these documents in the following order: Special provisions, original contract, attachments/exhibits to the original contract, this Task Order Letter, attachments/exhibits to this Task Order Letter, then Task Order Proposal.

The Contractor understands that its execution of the Task Proposal constitutes its formal agreement (without further signature) to this Task Order, as provided in the Task Proposal and in the contract.

The Task Order is effective as of _____. **In no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.**

STATE OF COLORADO
Bill Owens, Governor

APPROVAL:
FOR THE STATE CONTROLLER
Arthur L. Barnhardt

BY: _____

BY: _____

For the Executive Director
Colorado Department of Transportation

State Controller or Designee

original: Contractor
CDOT Controller
Central files

copy: Project Development Branch Manager
Region R/W Manager
Region Business Manager
Project Development Appraisal Contract Manager
Region Appraisal Contract Administrator
Accounts Payable/Projects and Grants

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Project Development Branch
Right of Way Services
4201 E. Arkansas Ave., 4th Floor
Denver, Colorado 80222-3400
(303) 757-9331 Fax (303) 757-9868

PROJ. NO. _____
CODE _____
BILL TO (ORGN) _____
COFRS PG# _____

EXHIBIT F

DATE: ____/____/____

State Fiscal Year 1999-2000

TASK ORDER CHANGE LETTER NO. _____

TO: **NAME:** _____ [Contractor]
 ADDRESS: _____
 FEIN NO: _____

FROM: CDOT REGION APPRAISAL CONTRACT ADMINISTRATOR

In accordance with Paragraph ____, Page ____ of original contract routing number (price agreement number), 2000HAA _____ between the State of Colorado for the use and benefit of its Department of Transportation (CDOT) and

[Contractor]

covering the period of _____, 2000 through _____, 2002 the undersigned agree that the appraisal services to be provided on an ~~as needed basis~~ affected by Task Order Letter No. ____ issued on _____ in the amount of \$ _____ are modified as follows:

Change Order Description

The Contractor shall perform the Change Order Letter appraisal tasks in accordance with the attached amended Scope of the Work prepared by CDOT dated _____, and the attached Contractor's Change Order Proposal **signed by the Contractor's authorized representative** dated _____, both of which are hereby incorporated by reference.

Price/Cost

The Price (Lump Sum) / maximum amount payable by the State (Amount Not To Exceed) for the Change Order Work described above is (increased / decreased) by \$_____ for a new Task Order Letter total of \$_____ and a new contract total of \$_____.

Page 2 of 2

Performance Period

The Contractor will complete the Change Order Work by:_____

The parties agree that all work shall be performed according to the standards and terms set forth in the original contract. The Contractor understands that its execution of the Change Order Proposal constitutes its formal agreement (without further signature) to this Change Order Letter, as provided in the Change Order and in the contract.

This Change Order to the Task Order is intended to be effective as of _____, which must be a date after the date of this Change Order Letter. **In no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.**

STATE OF COLORADO
Bill Owens, Governor

APPROVAL:
FOR THE STATE CONTROLLER
Arthur L. Barnhardt

BY:_____

BY:_____

For the Executive Director
Colorado Department of Transportation

State Controller or Designee

original: Contractor
CDOT Controller
Central files

copy: Project Development Branch Manager
Region R/W Manager
Region Business Manager
Project Development Appraisal Contract Manager
Region Appraisal Contract Administrator
Accounts Payable/Projects and Grants

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Project Development Branch
Right of Way Services
4201 E. Arkansas Ave., 4th Floor
Denver, Colorado 80222-3400
(303) 757-9331 Fax (303) 757-9868

PROJ. NO. _____
CODE _____
BILL TO (ORGN) _____
COFRS PG# _____

EXHIBIT G

DATE: ____/____/____

State Fiscal Year 1999-2000

OPTION EXERCISE LETTER NO. _____

TO: **NAME:** _____ [Contractor]
 ADDRESS: _____
 FEIN NO: _____

FROM: CDOT REGION APPRAISAL CONTRACT ADMINISTRATOR

In accordance with Paragraph ____, Page ____ of original contract routing number (price agreement number), 2000HAA_____ between the State of Colorado for the use and benefit of its Department of Transportation (CDOT) and

[Contractor]

covering the period of _____, 2000 through _____, 2002 the State hereby exercises the option for an additional (one) (two) year's performance period for appraisal services to be provided on an as needed basis@at the specific rate(s) of pay specified in paragraph _____.

The parties agree that all work shall be performed according to the standards and terms set forth in the original contract. The Contractor understands that this execution of the Option Exercise Letter constitutes its formal agreement (without further signature) to this Option Exercise Letter, as provided in the Option Exercise and in the contract.

This Option Exercise Letter is intended to be effective as of _____, which must be a date after the date of this Option Exercise Letter. **In no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.**

STATE OF COLORADO
Bill Owens, Governor

APPROVAL:
FOR THE STATE CONTROLLER
Arthur L. Barnhardt

BY: _____

BY: _____

For the Executive Director
Colorado Department of Transportation

State Controller or Designee

original: Contractor
CDOT Controller
Central files

copy: Project Development Branch Manager
Region R/W Manager
Region Business Manager
Project Development Appraisal Contract Manager
Region Appraisal Contract Administrator
Accounts Payable/Projects and Grants

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Project Development Branch
Right of Way Services
4201 E. Arkansas Ave., 4th Floor
Denver, Colorado 80222-3400
(303) 757-9331 Fax (303) 757-9868

PROJ. NO. _____
CODE _____
BILL TO (ORGN) _____
COFRS PG# _____

EXHIBIT H

DATE: __/__/__

State Fiscal Year 1999-2000

INDEFINITE QUANTITY FUNDING LETTER NO. _____

TO: NAME: _____ [Contractor]
ADDRESS: _____
FEIN NO: _____

FROM: CDOT REGION APPRAISAL CONTRACT ADMINISTRATOR

In accordance with Paragraph ___, Page ___ of original contract routing number (price agreement number), 2000HAA_____ between the State of Colorado for the use and benefit of its Department of Transportation (CDOT) and

[Contractor]

covering the period of _____, 2000 through _____, 2002 the undersigned commits the following funds to the contract:

The amount of funds available and specified in paragraph ___ is (increased/decreased) by (\$ amount of change) to a new total funds available of (\$_____) to satisfy orders under the contract. Paragraph ___ is hereby modified accordingly.

This funding letter does not constitute an order for services under this contract.

This Indefinite Quantity Contract Funding Letter is intended to be effective as of _____, which must be a date after the date of this Indefinite Quantity Contract Funding Letter. **In no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.**

STATE OF COLORADO
Bill Owens, Governor

APPROVAL:
FOR THE STATE CONTROLLER
Arthur L. Barnhardt

BY: _____

BY: _____

For the Executive Director
Colorado Department of Transportation

State Controller or Designee

original: Contractor
CDOT Controller
Central files

copy: Project Development Branch Manager
Region R/W Manager
Region Business Manager
Project Development Appraisal Contract Manager
Region Appraisal Contract Administrator
Accounts Payable/Projects and Grants

STANDARD CONTRACT TERMS

1. **CONTRACT STANDARDS:** Each selected Contractor will be required to enter into an "as needed" contract, as defined in Section 4.4 of the RFP.

The Contract will incorporate the RFP, any published addenda, the standard State Special Provisions, and the Contractor's response to the RFP, as terms and conditions.

Any Task Order issued to a Contractor to authorize the performance of the Work will incorporate therein all terms and conditions of the Contract.

2. **CDOT OWNERSHIP OF CONTRACT PRODUCTS:** All reports and data developed or produced to fulfill the Contract shall be the sole property of CDOT.

3. **GOVERNING LAW:** This RFP and any Contract and any Task Orders issued hereunder shall be governed by the laws of the State of Colorado. The proposer(s) agrees to comply with all applicable Federal, State and local laws, and rules and regulations in the performance of the work, including without limitation the Statutory Requirements described in Section 6.0 of this RFP.

4. **CONSULTANT CERTIFICATION:** All Contractor(s) must meet and certify compliance with standard state certification requirements as identified on the attached Consultant Certification Form - CDOT Form #637 to the RFP.

5. **PHASE INSPECTIONS:** CDOT shall have the right to inspect any of the Contractor's records and/or actions concerning the Work, at all reasonable times without notice, either on a continuing or a spot check basis, including visits to the Contractor's office or the Work premises. The Contractor shall cooperate with such inspections and visits.

6. **WORK SCHEDULES AND REPORTING REQUIREMENTS:** The selected Contractor and CDOT will establish a completion date in the Task Order(s) for the Work to be accomplished on particular projects. At CDOT's request, written status reports shall be provided by the Contractor on a periodic basis to be mutually agreed upon, and the Contractor shall submit such requested reports with periodic invoices to the CDOT Region Appraisal Contract Administrator, Project Development Branch Right of Way Services Contract Manager or their designee. However, this periodic communication does not preclude the Contractor from also communicating with CDOT on an on going basis to address issues and resolve problems concerning the Work as expeditiously as possible. Such additional communications are encouraged. Any deviations from the established requested periodic reporting schedule must be approved in writing in advance by CDOT.

7. **CONFLICTS OF INTEREST:** The Contractor certifies that there will be no conflict of interest between the services to be provided to the Colorado Department of Transportation under a Task Order issued under the Contract and other services

provided to CDOT or to other current clients of the Contractor, and that the Contractor will not accept future clients if such acceptance could result in a conflict of interest with the services provided hereunder and any current Contract obligations to CDOT. If a Contractor is selected by CDOT to perform work under this Contract, that same Contractor shall not be eligible to perform appraisal review work on the same project.

8. **TERMINATION:**

a. Either CDOT or a Contractor may terminate the Contract without liability, upon ten (10) days written notice:

- 1) if no Task Orders were issued under that Contract; or
- 2) if the Work has been satisfactorily completed on all Task Orders issued under that Contract.

c. TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under a Task Order issued pursuant to this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of such Task Order, CDOT shall thereupon have the right to terminate this Contract and Task Order for cause by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under the Contract/Task Order shall, at the option of CDOT, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination, pursuant to the terms of the Task Order.

"CAUSE" includes, without limitation the following:

- 1) If a Contractor furnished any statement, representation, warranty or certification in connection with the RFP or the resultant Contract, or Task Order, which is materially false, deceptive, incorrect, or incomplete.
- 2) If a Contractor fails to perform to CDOT's satisfaction any material requirement of the Contract or Task Order, or is in violation of any specific provision.
- 3) If CDOT reasonably determines satisfactory performance of the Contract or Task Order is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Contractor shall not be relieved of Liability to CDOT for any damages sustained by CDOT by virtue of any breach of the Contract/ Task Order by the Contractor, and CDOT may withhold any payment to the Contractor for the purposes of setoff until such time as the exact amount

of damages due CDOT from the Contractor is determined.

If after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

d. **TERMINATION FOR CONVENIENCE:** CDOT may terminate this Contract, or any outstanding Task Order issued pursuant to the Contract, at any time CDOT determines that the purposes of the distribution of State monies under the Contract/ Task Order would no longer be served by completion of the Work/Project. CDOT shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Termination for Cause shall, at the option of CDOT, become its property. If the Contract/ Task Order is terminated by CDOT as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Contractor pursuant to the terms of the Task Order, less payments of compensation previously made, and subject to CDOT's right of set off for any damages pursuant to the terms of the Contract/ Task Order. If this Contract is terminated due to the fault of the Contractor under paragraph b), Termination for Cause shall apply.

9. **DISCLOSURE:** The Contractor shall expressly disclose if it has had an appraisal services Contract terminated for default in the last five (5) years. Termination for default is notice to stop due to non-performance or failure to perform as required. If the proposer has had such a termination, the proposal shall provide sufficient information, including whether the default was litigated or not, to enable CDOT to evaluate all relevant circumstances of such default.
10. **SPECIAL PROVISIONS:** The Contract shall be subject to the special provisions as listed in the attached Special Provisions Form.
11. **STANDARD CONTRACT:** CDOT reserves the right to incorporate standard contract provisions into any contract.
12. **WITHHOLDING:** CDOT shall withhold up to 20% from the compensation (See Section 4.14 of the RFP) due to a Contractor for the performance of the Work. The withholding will be held to assure satisfactory completion of all terms of the Task Order, and will be paid after full review of the appraisal.
13. **DEFAULT/LIQUIDATED DAMAGES:** Timely performance of the Work by the Contractor on a particular project as authorized by Task Order is essential. CDOT will incur an uncertain amount of damages that would be difficult to quantify if the work is not satisfactorily completed by the Contractor by the required date agreed upon by Task Order.

If the Contractor does not complete the right of way services by the date required, CDOT has the right either to collect liquidated damages from the Contractor or to offset liquidated damages from compensation due the Contractor. If the CDOT determines that the right of way services need to be corrected or revised, CDOT shall provide written notice to the Contractor of the deficiencies. The Contractor must complete the required corrections or revisions at no additional cost to the CDOT and shall return the revised reports or determinations within five (5) working days of the receipt of the CDOT's written notice.

If the Contractor fails to satisfactorily complete the right of way services or such correction or revisions within the specified period, CDOT may collect from the Contractor or retain liquidated damages from the compensation otherwise due the Contractor for each day that the services or reports are not completed after the expiration of the five (5) day notice as follows:

- a. For each day of the first two calendar weeks after the deadline specified, the sum of one hundred dollars (\$100.00) per day; and
 - b. for each day following the first two calendar weeks after the deadline specified, the sum of two hundred dollars (\$200.00) per day. The liquidated damages amounts specified above are not a penalty, but are based upon a reasonable estimate of the damages agreed upon, which would otherwise be difficult to determine. However, if the Contractor is unable to meet the deadline specified above due to events which, in the opinion of CDOT, are beyond the control of and without fault of the Contractor, CDOT may not retain such amounts provided the Contractor documents to the satisfaction of CDOT that the failure to meet the required deadlines is beyond the control and without fault of the Contractor. If, at the sole discretion of CDOT, conferences with the Contractor are necessary to explain or correct any of the work performed by the Contractor, then upon notice by CDOT the Contractor(s) shall attend necessary conferences and make any explanation or corrections in writing required by CDOT. The Contractor shall not be entitled to any additional compensation for such explanations, corrections, or conferences, or any supplemental or supporting data required by CDOT, which CDOT has reasonably determined should have been included in the reports or services provided.
3. **CONTRACT AMENDMENTS:** If CDOT should require a change in the scope, character, or complexity of the Work to be performed under a Task Order, involving an increase or decrease in the work or the time for performance of the work on particular projects, an equitable adjustment for completion time shall be negotiated between the parties. Compensation for additional time shall be at the specific rate(s) of pay set out by the Contractor. All changes shall be by Task Order, contract modification tool, or supplemental contract.
4. **CONFIDENTIALITY:** The Contractor(s) shall treat all information contained in and all reports to be made by the Contractor hereunder as strictly confidential for the benefit of CDOT. The Contractor(s) shall take all necessary steps to ensure that no member of the Contractor's staff, organization, or subcontractors shall divulge any

information concerning such reports to anyone other than the proper officials of CDOT or the Federal Highway Administration (FHWA).

5. **NON-DISCRIMINATION:** The Contractor(s) shall comply with all applicable State and Federal laws, rules and regulations, involving non-discrimination on the basis of race, color, religion, national origin, age or sex. A copy of the required non-discrimination provisions is attached.
6. **CONTINGENT FEES:** The Contractor shall warrant that they have not employed or retained any company or person (other than a bona fide employee working solely for a proposer) to solicit or secure this Contract and that they have not paid or agreed to pay any person or entity (other than a bona fide employee working solely for a proposer) any fee, commission, percentage, brokerage fee, gift or other consideration on a basis that is contingent upon the award of this or subsequent Contracts. For a breach or violation of this warranty, CDOT has the right to terminate the Contract without liability.
7. **ACCOUNTING RECORDS:** The Contractor(s) will be required to maintain financial and accounting records and all other records of work performed pertaining to the Contract. Financial records must include date worked, employee name, hours worked and a description of the specific work performed on a daily basis. These records must be made available at all reasonable times by the proposer to CDOT during the Contract period and any extension thereof and for three (3) years from the date of final payment on the Contract or extension thereof.
8. **INDEPENDENT CONTRACTOR:** THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE, AND THEY SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, SETTLEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE STATE FOR THE ULTIMATE RESULTS OF PERFORMANCE REQUIRED HEREUNDER BUT SHALL NOT BE SUBJECT TO THE DIRECTION AND CONTROL OF THE STATE AS TO THE MEANS AND METHODS OF ACCOMPLISHING THE RESULTS. THE SPECIFICATIONS IN THIS CONTRACT OF PARTICULAR PERFORMANCE STANDARDS THE STATE DEEMS ESSENTIAL TO PROPER PERFORMANCE AND CONTRACT VALUE SHALL IN NO EVENT BE DEEMED TO ALTER THIS RELATIONSHIP. THE CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, INCLUDING ALL FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS CONTRACT. THE CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF CONTRACTOR, ITS EMPLOYEES AND AGENTS. THE CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO THE BENEFITS OF WORKER'S

COMPENSATION INSURANCE OR UNEMPLOYMENT INSURANCE UNLESS THE CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE.

SPECIAL PROVISIONS

CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

FUND AVAILABILITY

2. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

BOND REQUIREMENT

3. If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.

INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices (CRS 24-34-402), and as required by Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975. *Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.*

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment or recruitment advertisements; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, State that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's commitment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and rules, regulations, and relevant Orders of the Governor.

(d) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules regulations and orders.

(e) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity

because of race, creed, color, sex, national origin, or ancestry.

(f) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any act defined in this contract to be discriminatory.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive Orders, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(h) The contractor will include the provisions of paragraphs (a) through (h) in every subcontract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation, with the subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

COLORADO LABOR PREFERENCE

6a. Provisions of CRS 817101 & 102 for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

6b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a nonresident bidder from a State or foreign country equal to the preference given or required by the State or foreign country in which the nonresident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of Federal law, this subsection shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with Federal requirements (CRS 819101 and 102).

GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extrajudicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

9. Pursuant to CRS 2430202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

10. The signatories aver that they are familiar with CRS 18-8-301, et. seq., (Bribery and Corrupt Influences) and CRS 188 401, et. Seq., (Abuse of Public Office), and that no violation of such provisions is present.

11. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein: